



Piedmont
Natural Gas
Company

Post Office Box 33068
Charlotte, North Carolina 28233

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REGULATORY AUTH.

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OFFICE OF THE
EXECUTIVE SECRETARY

September 8, 2000

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re: Docket No. 98-00128

Dear Mr. Waddell:

We are enclosing for filing in the above-captioned docket 14 copies of an amendment to the Gas Redelivery Agreement between Ford Motor Company and Piedmont Natural Gas Company. The Gas Redelivery Agreement was approved by the Authority on March 12, 1999 in the above captioned docket. Under the terms of the approved agreement, Piedmont agreed to transport natural gas, through its Nashville Gas Company delivery system, for Ford at a negotiated rate beginning March 1, 1998 and extending through October 31, 2000, unless otherwise extended or terminated.

The amendment provides for the assignment of the agreement to Ford's wholly-owned subsidiary, Visteon Corporation. The amendment also provides for the extension of the terms of the agreement until March 31, 2001 and, unless terminated by either party, the continuation of the agreement on a month-to-month basis thereafter. The amendment does not change the negotiated transportation rate approved by the Authority in the above-captioned docket.

The Authority is requested to approve the amendment and to grant any waivers that may be required to permit the enclosed amendment to become effective on or before October 31, 2000.

We appreciate your assistance in this matter.

Sincerely,

Bill R. Morris
Director of Rates

c: Vincent Williams, Consumer Advocate Division

POSTED
9-11-00



Ford Motor Land Services Corporation

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OFFICE OF THE
EXECUTIVE SECRETARY

One Parklane Boulevard
Dearborn, Michigan 48126

August 21, 2000

Mr. Chuck Fleenor
Vice-President Gas Services
Piedmont Natural Gas Company
Post Office Box 33068
Charlotte, North Carolina 28233

Dear Chuck:

Enclosed is a fully executed original of the Amendment to the Gas Delivery Agreement. Thank you for your cooperation.

Sincerely

Jim Mulholland
Manager Natural Gas Programs

Enclosure

**AMENDMENT NO. 1
TO
GAS REDELIVERY AGREEMENT**

This Amendment no. 1 to Gas Redelivery Agreement was made and entered into this 9th day of June, 2000 by and among Piedmont Natural Gas Company, Inc. (Piedmont), Ford Motor Company (Ford) and Visteon Corporation, a wholly-owned subsidiary of Ford (Visteon); Ford and Visteon jointly referred to as Customer.

WITNESSETH:

WHEREAS, Piedmont and Ford entered into a "Gas Redelivery Agreement" dated February 1, 1998 the purpose of which is to provide for the delivery of natural gas to the Nashville Glass Plant; and

WHEREAS, Section 3.01 of the Gas Redelivery Agreement provides for its termination on October 31, 2000 unless it has previously been extended; and

WHEREAS, Ford has placed a number of its manufacturing facilities, including the Nashville Glass Plant into its wholly-owned subsidiary, Visteon Corporation, and

WHEREAS, Ford desires to assign the Gas Redelivery Agreement to Visteon Corporation in accordance with its provisions, and

WHEREAS, the parties desire to extend the term of the Gas Redelivery Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Section 3.01 of the Gas Redelivery Agreement is amended to read as follows:

"Section 3.01" Subject to the terms and conditions herein, this Agreement shall become effective March 1, 1998 and unless extended or terminated by the provisions contained herein shall continue in effect until March 31, 2001 and, unless one of the parties gives the notice provided herein, from month to month thereafter. Either party may terminate this Agreement effective March 31, 2001 or at the end of any calendar month thereafter by giving not less than thirty (30) days written notice to the other party of its intent to terminate this Agreement."

2. The amendment set forth in paragraph 1 of this Amendment No. 1 to the Gas Redelivery Agreement shall be contingent upon Piedmont and Customer receiving all necessary regulatory or other approvals upon terms satisfactory to each. In the event any such approvals are denied, the terms and conditions set forth in the Gas Redelivery Agreement shall continue in effect until October 31, 2000. Thereafter, Customer may elect to receive service under Piedmont's Rate Schedule 7I, as the same may be amended or superseded from time to time.

3. Ford hereby notifies Piedmont of the assignment of Ford's rights and obligations under the Agreement to Visteon Corporation, and Piedmont consents to such assignment. Visteon agrees to assume all of the obligations and benefits of Ford under the Agreement and to abide by and be bound by the provisions of the Agreement as if it were an original party thereto. Ford is hereby released from any obligations under or resulting from the Agreement.

4. Any notice with respect to the Agreement shall be sent to Visteon at the following address:

Visteon Corporation
5500 Auto Club Drive
Dearborn, Michigan 48126
Attention: General Counsel

With a copy to:

Ford Motor Land Development Corp.
1 Parkland Blvd. Ste. 1500 East
Dearborn, MI 48126
Attention: Manager, Natural Gas Programs

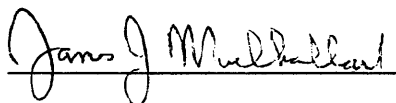
5. Except as modified herein, the terms and conditions of the Gas Redelivery Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date written below.

FORD MOTOR COMPANY

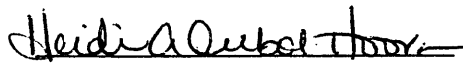
VISTEON CORPORATION

PIEDMONT NATURAL
GAS COMPANY, INC.



Title: MANAGER NAT GAS PROGRAMS

Date: 6/12/00



Title: Assistant Secretary

Date: 6/15/00



Title: Vice President Gas Services

Date: June 9, 2000